

SECTION H

SPECIAL CONTRACT REQUIREMENTS

1. **ORGANIZATIONAL CONFLICTS OF INTEREST**
(NPS 1489.209-71) (APR 1984)

- A. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- B. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- C. Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award and did not disclose or misrepresent relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from contracting, or pursue such other remedies as may be permitted by law or this contract.
- D. The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (d).

2. **CONFIDENTIALITY OF PROPRIETARY INFORMATION CERTIFICATION**

As part of the requirements of contract work performed for the Harpers Ferry Center and other authorized users, it is agreed that all work furnished to the Contractor will be treated as confidential. No such information shall be discussed or disclosed to the public in any manner or form without the **WRITTEN** consent of the Contracting Officer.